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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

---X
RUBEN RAMIREZ, *individually and on behalf of others similarly situated,*

Plaintiff,

-against-

MILLENNIUM CARE INC. (d/b/a MILLENNIUM CARE) and DENISE PERRY,

Defendants.
---X

COMPLAINT

COLLECTIVE ACTION UNDER 29 U.S.C. § 216(b)

ECF Case

Plaintiff Ruben Ramirez ("Plaintiff Ramirez" or "Mr. Ramirez"), individually and on behalf of others similarly situated, by and through his attorneys, Michael Faillace & Associates, P.C., and as against each of Defendants Millennium Care Inc. (d/b/a Millennium Care) ("Defendant Corporation"), and Denise Perry (collectively, "Defendants"), alleges, upon information and belief, as follows:

NATURE OF ACTION

1. Plaintiff Ramirez was an employee of Defendants Millennium Care Inc. (d/b/a Millennium Care), and Denise Perry.

2. Millennium Care is a homeless shelter owned by Denise Perry located at 980 Prospect Avenue, Bronx, New York 10459.

3. Upon information and belief, Defendant Denise Perry serves or served as owner, manager, principal or agent of Defendant Corporation and through this corporate entity operates or operated the homeless shelter as a joint or unified enterprise.

4. Plaintiff Ramirez was an employee of Defendants.

5. Plaintiff Ramirez worked long days as a handyman, repairman, porter and plumber at the homeless shelter located at 980 Prospect Avenue, Bronx, New York 10459.

6. Plaintiff Ramirez regularly worked for Defendants in excess of 40 hours per week, without appropriate minimum wage and overtime compensation for any of the hours that he worked each week.

7. Rather, Defendants failed to maintain accurate records of hours worked and failed to pay Plaintiff Ramirez appropriately for any hours worked.

8. Further, Defendants failed to pay Plaintiff Ramirez the required "spread of hours" pay for any day in which he worked over 10 hours per day.

9. Defendants' conduct extended beyond Plaintiff Ramirez to all other similarly situated employees.

10. At all times relevant to this complaint, Defendants maintained a policy and practice of requiring Plaintiff Ramirez and other employees to work in excess of forty (40) hours per week without providing the minimum wage and overtime compensation required by federal and state law and regulations.

11. Plaintiff Ramirez now brings this action on behalf of himself, and other similarly situated individuals, for unpaid minimum and overtime wages pursuant to the Fair Labor

Standards Act of 1938, 29 U.S.C. § 201 *et seq*. ("FLSA"), and for violations of the N.Y. Lab. Law §§ 190 *et seq*. and 650 *et seq*. (the "NYLL"), and the "spread of hours" and overtime wage orders of the New York Commissioner of Labor codified at N.Y. COMP. CODES R. & REGS. Tit. 12, § 146-1.6 (herein the "Spread of Hours Wage Order"), including applicable liquidated damages, interest, attorneys' fees, and costs.

12. Plaintiff Ramirez seeks certification of this action as a collective action on behalf of himself, individually, and all other similarly situated employees and former employees of Defendants pursuant to 29 U.S.C. § 216(b).

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction pursuant to 29 U.S.C. § 216(b) (FLSA), 28 U.S.C. § 1337 (interstate commerce) and 28 U.S.C. § 1331 (federal question). Supplemental jurisdiction over Plaintiff Ramirez's state law claims is conferred by 28 U.S.C. § 1367(a).

14. Venue is proper in this District under 28 U.S.C. § 391(b) and (c) because all or a substantial part of the events or omissions giving rise to the claims occurred in this district, Defendants operate their business in this district, and Plaintiff Ramirez was employed by Defendants in this district.

PARTIES

Plaintiff

15. Plaintiff Ruben Ramirez ("Plaintiff Ramirez" or "Mr. Ramirez") is an adult individual residing in Bronx County, New York.

16. Plaintiff Ramirez was employed by Defendants from approximately June 2003 until on or about November 11, 2016.

17. At all relevant times to this complaint, Plaintiff Ramirez was employed by Defendants as a handyman, repairman, porter and plumber at Millennium Care, located at 980 Prospect Avenue, Bronx, New York 10459.

18. Plaintiff Ramirez consents to being a party pursuant to 29 U.S.C. § 216(b), and brings these claims based upon the allegations herein as a representative party of a prospective class of similarly situated individuals under 29 U.S.C. § 216(b).

Defendants

19. Defendants own, operate and/or control a Homeless shelter located at 980 Prospect Avenue, Bronx, New York 10459 under the name of Millennium Care, at all times relevant to this complaint.

20. Upon information and belief, Defendant Millennium Care Inc. ("Defendant Corporation") is a corporation organized and existing under the laws of the State of New York. Upon information and belief, it maintains its principle place of business at 980 Prospect Avenue, Bronx, New York 10459.

21. Defendant Denise Perry is an individual engaging (or who was engaged) in business within this judicial district during the relevant time period.

22. Defendant Denise Perry is sued individually in her capacity as an owner, officer and/or agent of Defendant Corporation.

23. Defendant Denise Perry possesses or possessed operational control over Defendant Corporation, an ownership interest in Defendant Corporation, or controlled significant functions of Defendant Corporation.

24. Defendant Denise Perry determined the wages and compensation of employees, including Plaintiff Ramirez, established the schedules of employees, maintained employee records, and had the authority to hire and fire employees.

Defendants Constitute Joint Employers

25. Defendants own, operate and/or control a Homeless shelter located at 980 Prospect Avenue, Bronx, New York 10459.

26. Individual Defendant Denise Perry possesses operational control over Defendant Corporation, possesses an ownership interest in Defendant Corporation, and controls significant functions of Defendant Corporation.

27. Defendants are associated and joint employers, act in the interest of each other with respect to employees, pay employees by the same method, and share control over the employees.

28. Each Defendant possessed substantial control over Plaintiff Ramirez's (and other similarly situated employees') working conditions, and over the policies and practices with respect to the employment and compensation of Plaintiff Ramirez, and all similarly situated individuals, referred to herein.

29. Defendants jointly employed Plaintiff Ramirez , and all similarly situated individuals, and are Plaintiff Ramirez's (and all similarly situated individuals') employers within the meaning of 29 U.S.C. 201 *et seq*. and the NYLL.

30. In the alternative, Defendants constitute a single employer of Plaintiff Ramirez and/or similarly situated individuals.

31. Upon information and belief, individual Defendant Denise Perry operates Defendant Corporation as either an alter ego of herself, and/or fails to operate Defendant Corporation as an entity legally separate and apart from herself, by, among other things:

(a) failing to adhere to the corporate formalities necessary to operate Defendant Corporation as a separate and legally distinct entity;

(b) defectively forming or maintaining Defendant Corporation, by among other things failing to hold annual meetings or maintaining appropriate corporate records;

(c) transferring assets and debts freely as between all Defendants;

(d) operating Defendant Corporation for her own benefit as the sole or majority shareholder;

(e) operating Defendant Corporation for her own benefit and maintaining control over it as a closed corporation or closely controlled entity;

(f) intermingling assets and debts of her own with Defendant Corporation;

(g) diminishing and/or transferring assets of Defendant Corporation to protect her own interests; and

(h) other actions evincing a failure to adhere to the corporate form.

32. At all relevant times, Defendants were Plaintiff Ramirez's employers within the meaning of the FLSA and NYLL.

33. Defendants had the power to hire and fire Plaintiff Ramirez, control the terms and conditions of employment, and determine the rate and method of any compensation in exchange for Plaintiff Ramirez's services.

34. In each year from 2010 to 2016, Defendants, both individually and jointly, had gross annual volume of sales of not less than $500,000 (exclusive of excise taxes at the retail level that are separately stated).

35. In addition, upon information and belief, Defendants and/or their enterprise were directly engaged in interstate commerce. For example, numerous items that were used in the homeless shelter on a daily basis were produced outside of the State of New York.

Individual Plaintiff

36. Plaintiff Ramirez is a former employee of Defendants, who was employed as a handyman, repairman, porter and plumber.

37. Plaintiff Ramirez seeks to represent a class of similarly situated individuals under 29 U.S.C. § 216(b).

Plaintiff Ruben Ramirez

38. Plaintiff Ramirez was employed by Defendants from approximately June 2003 until on or about November 11, 2016.

39. At all relevant times, Plaintiff Ramirez was employed by Defendants to work as a handyman, repairman, porter and plumber.

40. Plaintiff Ramirez regularly handled goods in interstate commerce, such as screwdrivers, cleaning fluids and plumbing equipment necessary to perform his duties as a handyman, repairman, porter and plumber.

41. Plaintiff Ramirez's work duties required neither discretion nor independent judgment.

42. Throughout his employment with Defendants, Plaintiff Ramirez regularly worked in excess of 40 hours per week.

43. From approximately December 2010 until on or about December 2013, Plaintiff Ramirez worked from approximately 8:00 a.m. until on or about 4:00 p.m. six or 7 days a week (typically 48 to 56 hours per week).

44. From approximately December 2013 until on or about November 11, 2016, Plaintiff Ramirez worked from approximately 5:30 a.m. until on or about 4:00 p.m. six or 7 days a week (typically 63.5 to 73.5 hours per week).

45. Throughout his employment with defendants, Plaintiff Ramirez was paid his wages in cash.

46. From approximately December 2010 until on or about November 11, 2016, defendants paid Plaintiff Ramirez a fixed salary of $720 per week on a bi-weekly basis.

47. Defendants never paid Plaintiff Ramirez for his last week of work.

48. Plaintiff Ramirez's pay did not vary even when he was required to stay later or work a longer day than his usual schedule.

49. For example, defendants required Plaintiff Ramirez to start working 3 hours prior to his scheduled start time to fix the boiler and did not compensate him for the additional time they required him to work.

50. In addition, defendants required Plaintiff Ramirez to work a seventh day on numerous occasions (seven weeks between august and September 2016, and at least three or four

times every prior year), and did not compensate him for the additional hours they required him to work.

51. Plaintiff Ramirez was not required to keep track of his time, nor to his knowledge, did the Defendants utilize any time tracking device, such as sign in sheets or punch cards, that accurately reflected his actual hours worked.

52. Defendants did not provide Plaintiff Ramirez with any document or other statement accounting for his actual hours worked, or setting forth the rate of pay for all of his hours worked.

53. No notification, either in the form of posted notices, or other means, was ever given to Plaintiff Ramirez regarding wages as required under the FLSA and NYLL.

54. Defendants did not provide Plaintiff Ramirez with each payment of wages a statement of wages, as required by NYLL 195(3).

55. Defendants did not give any notice to Plaintiff Ramirez, in English and in Spanish (Plaintiff Ramirez's primary language), of his rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

56. Defendants required Plaintiff Ramirez to purchase "tools of the trade" with his own funds—including two pairs of work shoes, two pairs of sneakers, ten pairs of jeans a year, and 10 shirts a year.

Defendants' General Employment Practices

57. Defendants regularly required Plaintiff Ramirez to work in excess of forty (40) hours per week without paying him the minimum wage and overtime compensation.

58. At all times relevant to this Complaint, Defendants maintained a policy and practice of requiring Plaintiff Ramirez (and all similarly situated employees) to work in excess of 40 hours a week without paying them appropriate minimum wage, overtime, and spread of hours pay as required by federal and state laws.

59. Defendants paid Plaintiff Ramirez affixed weekly salary regardless of the number of hours he worked each week.

60. Plaintiff Ramirez was a victim of Defendants' common policy and practices violating his rights under the FLSA and New York Labor Law by inter alia, not paying him the wages he is owed for the hours he worked.

61. As part of their regular business practice, Defendants intentionally, willfully, and repeatedly harmed Plaintiff Ramirez by engaging in a pattern, practice, and/or policy of violating the FLSA and the NYLL.

62. Defendants willfully disregarded and purposefully evaded recordkeeping requirements of the Fair Labor Standards Act and New York Labor Law by failing to maintain accurate and complete timesheets and payroll records.

63. Defendants also failed to post required wage and hour posters in the home shelter, and did not provide Plaintiff Ramirez with statutorily required wage and hour records or statements of his pay received, in part so as to hide Defendants' violations of the wage and hour laws, and to take advantage of Plaintiff Ramirez's relative lack of sophistication in wage and hour laws.

64. Defendants paid Plaintiff Ramirez all of his wages in cash.

65. Upon information and belief, these practices by Defendants were done willfully to disguise the actual number of hours Plaintiff Ramirez (and similarly situated individuals) worked, and to avoid paying Plaintiff Ramirez properly for (1) his full hours worked, (2) for minimum wages and (3) for overtime due.

66. Defendants failed to post at the workplace, or otherwise provide to employees, the required postings or notices to employees regarding the applicable wage and hour requirements of the FLSA and NYLL. Defendants failed to provide Plaintiff Ramirez and other employees with wage statements at the time of payment of wages, containing: the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; net wages; the regular hourly rate or rates of pay; the overtime rate or rates of pay; the number of regular hours worked, and the number of overtime hours worked, as required by NYLL §195(3).

67. Defendants failed to provide Plaintiff Ramirez and other employees with wage statements at the time of payment of wages, containing: the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; net wages; the regular hourly rate or rates of pay; the overtime rate or rates of pay; the number of regular hours worked, and the number of overtime hours worked, as required by NYLL §195(3).

68. Defendants failed to provide Plaintiff Ramirez and other employees, at the time of hiring and on or before February 1 of each subsequent year, a statement in English and the employees' primary language, containing: the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage, including tip, meal, or lodging allowances; the regular pay day designated by the employer; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; and the telephone number of the employer, as required by New York Labor Law §195(1).

FLSA COLLECTIVE ACTION CLAIMS

69. Plaintiff Ramirez brings his FLSA overtime, and liquidated damages claims as a collective action pursuant to FLSA Section 16(b), 29 U.S.C. § 216(b), on behalf of all similarly situated persons who are or were employed by Defendants, or any of them, on or after the date that is three years before the filing of the complaint in this case (the "FLSA Class Period"), as employees of Millennium Care (the "FLSA Class").

70. At all relevant times, Plaintiff Ramirez and other members of the FLSA Class who are and/or have been similarly situated, have had substantially similar job requirements and pay provisions, and have been subject to Defendants' common practices, policies, programs, procedures, protocols and plans of willfully failing and refusing to pay them the required overtime pay at a one and one-half their regular rates for work in excess of forty (40) hours per workweek under the FLSA and willfully failing to keep records required by the FLSA.

71. The claims of the Plaintiff stated herein are similar to those of the other employees.

FIRST CAUSE OF ACTION
VIOLATION OF THE MINIMUM WAGE PROVISIONS OF THE FLSA

72. Plaintiff Ramirez repeats and realleges all paragraphs above as though fully set forth herein.

73. At all times relevant to this action, Defendants were Plaintiff Ramirez's employers (and employers of the putative FLSA Class members) within the meaning of the Fair Labor Standards Act, 29 U.S.C. § 203(d).

74. Defendants had the power to hire and fire Plaintiff Ramirez (and the FLSA class members), control the terms and conditions of employment, and determine the rate and method of any compensation in exchange for employment.

75. At all times relevant to this action, Defendants were engaged in commerce or in an industry or activity affecting commerce.

76. Defendants constitute an enterprise within the meaning of the Fair Labor Standards Act, 29 U.S.C. § 203 (r-s).

77. Defendants failed to pay Plaintiff Ramirez (and the FLSA Class members) at the applicable minimum hourly rate, in violation of 29 U.S.C. § 206(a).

78. Defendants' failure to pay Plaintiff Ramirez (and the FLSA Class members) at the applicable minimum hourly rate was willful within the meaning of 29 U.S.C. § 255(a).

79. Plaintiff Ramirez (and the FLSA Class members) were damaged in an amount to be determined at trial.

SECOND CAUSE OF ACTION
VIOLATION OF THE OVERTIME PROVISIONS OF THE FLSA

80. Plaintiff Ramirez repeats and realleges all paragraphs above as though fully set forth herein.

81. Defendants, in violation of the FLSA, failed to pay Plaintiff Ramirez (and the FLSA Class members) overtime compensation at rates of one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a workweek, in violation of 29 U.S.C. § 207 (a)(1).

82. Defendants' failure to pay Plaintiff Ramirez (and the FLSA Class members) overtime compensation was willful within the meaning of 29 U.S.C. § 255(a).

83. Plaintiff Ramirez (and the FLSA Class members) were damaged in an amount to be determined at trial.

THIRD CAUSE OF ACTION
VIOLATION OF THE NEW YORK MINIMUM WAGE RATE

84. Plaintiff Ramirez repeats and realleges all paragraphs above as though fully set forth herein.

85. At all times relevant to this action, Defendants were Plaintiff Ramirez's employers within the meaning of the N.Y. Lab. Law §§ 2 and 651. Defendants had the power to hire and fire Plaintiff Ramirez (and the FLSA Class members), control terms and conditions of

employment, and determine the rates and methods of any compensation in exchange for employment.

86. Defendants, in violation of the NYLL, paid Plaintiff Ramirez (and the FLSA Class members) less than the minimum wage in violation of NYLL § 652(1) and the supporting regulations of the New York State Department of Labor.

87. Defendants' failure to pay Plaintiff Ramirez (and the FLSA Class members) minimum wage was willful within the meaning of N.Y. Lab. Law § 663.

88. Plaintiff Ramirez (and the FLSA Class Members) were damaged in an amount to be determined at trial.

FOURTH CAUSE OF ACTION
(VIOLATION OF THE OVERTIME PROVISIONS OF THE NEW YORK STATE LABOR LAWS)

89. Plaintiff Ramirez repeats and re-alleges all paragraphs above as though fully set forth herein.

90. Defendants, in violation of the NYLL and associated rules and regulations, failed to pay Plaintiff Ramirez (and the FLSA Class members) overtime compensation at rates of one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a workweek, in violation of N.Y. Lab. Law § 190 *et seq*. and supporting regulations of the New York State Department of Labor.

91. Defendants failed to pay Plaintiff Ramirez in a timely fashion, as required by Article 6 of the New York Labor Law.

92. Defendants' failure to pay Plaintiff Ramirez (and the FLSA Class members) overtime compensation was willful within the meaning of N.Y. Lab. Law § 663.

93. Plaintiff Ramirez (and the FLSA Class Members) were damaged in an amount to be determined at trial.

FIFTH CAUSE OF ACTION
(VIOLATION OF THE SPREAD OF HOURS WAGE ORDER OF THE NEW YORK COMMISSIONER OF LABOR)

94. Plaintiff Ramirez repeats and realleges all paragraphs above as though fully set forth herein.

95. Defendants failed to pay Plaintiff Ramirez one additional hour's pay at the basic minimum wage rate before allowances for each day Plaintiff Ramirez spread of hours exceeded ten hours in violation of New York Lab. Law §§ 190 *et seq*. and 650 *et seq*. and the wage order of the New York Commissioner of Labor codified at N.Y. COMP. CODES R. & REGS. Tit. 12, § 142-1.6.

96. Defendants' failure to pay Plaintiff Ramirez an additional hour's pay for each day Plaintiff Ramirez spread of hours exceeded ten hours was willful within the meaning of New York Lab. Law § 663.

97. Plaintiff Ramirez (and the FLSA class members) were damaged in an amount to be determined at trial.

SIXTH CAUSE OF ACTION
(VIOLATION OF THE NOTICE AND RECORDKEEPING REQUIREMENTS OF THE NEW YORK LABOR LAW)

98. Plaintiff Ramirez repeats and re-alleges all paragraphs above as though fully set forth herein.

99. Defendants failed to provide Plaintiff Ramirez with a written notice, in English and in Spanish (Plaintiff Ramirez's primary language), of his rate of pay, regular pay day, and such other information as required by NYLL §195(1).

100. Defendants are liable to Plaintiff Ramirez in the amount of $5,000, together with costs and attorneys' fees.

SEVENTH CAUSE OF ACTION
(VIOLATION OF THE WAGE STATEMENT PROVISIONS OF THE NEW YORK LABOR LAW)

101. Plaintiff Ramirez repeats and re-alleges all paragraphs above as though set forth fully herein.

102. Defendants did not provide Plaintiff Ramirez with wage statements upon each payment of wages, as required by NYLL 195(3).

103. Defendants are liable to Plaintiff Ramirez in the amount of $5,000, together with costs and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Ramirez respectfully requests that this Court enter judgment against Defendants:

(a) Designating this action as a collective action and authorizing prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all putative class members, apprising them of the pendency of this action, and permitting them promptly to file consents to be Plaintiffs in the FLSA claims in this action;

(b) Declaring that Defendants violated the minimum wage provisions of, and associated rules and regulations under, the FLSA as to Plaintiff Ramirez (including the prospective collective class members);

(c) Declaring that Defendants violated the overtime wage provisions of, and associated rules and regulations under, the FLSA as to Plaintiff Ramirez (including the prospective collective class members);

(d) Declaring that Defendants violated the recordkeeping requirements of, and associated rules and regulations under, the FLSA with respect to Plaintiff Ramirez's (and the prospective collective class members') compensation, hours, wages, and any deductions or credits taken against wages;

(e) Declaring that Defendants' violation of the provisions of the FLSA was willful as to Plaintiff Ramirez (including the prospective collective class members);

(f) Awarding Plaintiff Ramirez (including the prospective collective class members) damages for the amount of unpaid minimum and overtime wages, and damages for any improper deductions or credits taken against wages under the FLSA as applicable;

(g) Awarding Plaintiff Ramirez (including the prospective collective class members) liquidated damages in an amount equal to 100% of their damages for the amount of unpaid minimum and overtime wages, and damages for any improper deductions or credits taken against wages under the FLSA as applicable pursuant to 29 U.S.C. § 216(b);

(h) Declaring that Defendants violated the minimum wage provisions of, and rules and orders promulgated under, the NYLL as to Plaintiff Ramirez;

(i) Declaring that Defendants violated the overtime wage provisions of, and rules and orders promulgated under, the NYLL as to Plaintiff Ramirez;

(j) Declaring that Defendants violated the Spread of Hours Wage Order of the New York Commission of Labor as to Plaintiff Ramirez;

(k) Declaring that Defendants violated the notice and recordkeeping requirements of the NYLL with respect to Plaintiff Ramirez's compensation, hours, wages and any deductions or credits taken against wages;

(l) Declaring that Defendants' violations of the New York Labor Law and Spread of Hours Wage Order was willful as to Plaintiff Ramirez;

(m) Declaring that Defendants violated section 191 of the New York Labor Law;

(n) Awarding Plaintiff Ramirez damages for the amount of unpaid minimum and overtime wages, and for any improper deductions or credits taken against wages, as well as awarding spread of hours pay under the NYLL, as applicable;

(o) Awarding Plaintiff Ramirez damages for Defendants' violation of the NYLL notice and recordkeeping provisions, pursuant to NYLL §§198(1-b), 198(1-d);

(p) Awarding Plaintiff Ramirez liquidated damages in an amount equal to one hundred percent (100%) of the total amount of minimum wage, spread of hours pay, and overtime compensation shown to be owed pursuant to NYLL § 663 as applicable; and liquidated damages pursuant to NYLL § 198(3);

(q) Awarding Plaintiff Ramirez and the FLSA class members pre-judgment and post-judgment interest as applicable;

(r) Awarding Plaintiff Ramirez and the FLSA class members the expenses incurred in this action, including costs and attorneys' fees;

(s) Providing that if any amounts remain unpaid upon the expiration of ninety days following issuance of judgment, or ninety days after expiration of the time to appeal and no appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by fifteen percent, as required by NYLL § 198(4); and

(t) All such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff Ramirez demands a trial by jury on all issues triable by a jury.

Dated: New York, New York
December 11, 2016

MICHAEL FAILLACE & ASSOCIATES, P.C.

/s/ Michael Faillace

By: Michael A. Faillace [MF-8436]
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December 7, 2016

BY HAND

TO: Clerk of Court,

I hereby consent to join this lawsuit as a party plaintiff.
(Yo, por medio de este documento, doy mi consentimiento para formar parte de la demanda como uno de los demandantes.)

Name / Nombre: Ruben Ramirez

Legal Representative / Abogado: Michael Faillace & Associates, P.C.

Signature / Firma: ______________________

Date / Fecha: 07 de diciembre de 2016